

COUNTY OF YORK, VIRGINIA  
INVITATION FOR BIDS (IFB)

Issue Date: November 4, 2004

IFB #: 1425

Title: Electrical Installations For Grafton High/Middle School Complex Projectors

Classification Code: 28000/28500/91438

\*Issuing Agency:

County of York, Virginia

Central Purchasing

120 Alexander Hamilton Blvd/PO Box 532

Yorktown, Virginia 23690

Using Agency And/Or Location

County School Board of York County, Virginia

Where Work Will Be Performed:

School Board Office, Information Services

302 Dare Road

Yorktown, Virginia 23692

Sealed Bids Will Be Received Until 3:00 P. M. on Monday, November 22, 2004 At Which Time They Shall Be Opened In Public And Read Aloud.

Note: Bidders are invited and strongly encouraged to attend a pre-bid conference to be held at 3:00 p.m. on Friday, November 12, 2004 at Grafton High School (see Section 4.0).

All Inquiries For Information Should Be Directed To: Cathy Hodock, CPPB, VCO, Buyer II,  
Telephone: (757) 890-3680.

\*SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In Compliance With This Invitation For Bids And To All The Conditions Imposed Herein, The Under-signed Offers And Agrees to Furnish The Materials And Services Described At the Prices Indicated In Section 21.0.

Name and Address of Firm:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Signature in ink

\_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_

**1.0 PURPOSE:**

It is the express intent of this formal Invitation For Bids (IFB) to secure a qualified Contractor to complete electrical upgrades installation and install Owner provided projectors, projector mounting panels and projection screens at Grafton High/Middle School Complex, 403/405 Grafton Drive, Yorktown, Virginia, hereinafter “the Project”, as specified herein for the County School Board of York County, Virginia, hereinafter the “Owner”.

**2.0 SCOPE OF WORK:**

The successful bidder, hereinafter “Contractor”, shall furnish all equipment, material, tools, labor, supervision, insurance, warranties, services and all other items as necessary to complete the work specified herein, at the lump sum total price provided by bidder in Section 21.0, as follows:

- 2.1 Contractor shall install Owner provided projector ceiling tile mounts at locations depicted on the attached drawings, incorporated herein and attached hereto as “Exhibit 1 and Exhibit 2”. The distance from the projector to the projection screen shall be between 12’2” & 14’ 9”. The 2’ x 2’ ceiling tile mounts shall be suspended from the building structure/bar joist using four (4) ceiling tie wires or chain (one on each corner). The Contractor shall install digital projectors onto the projector ceiling mounts. The Contractor shall install all mounts and devices in accordance with manufacturers specifications and recommendations. The Owner will provide the projector ceiling tile mounts, digital projectors, and all ancillary mounting hardware needed to complete the work above.
- 2.2 Contractor shall furnish and install 120 volt surge receptacles, Hubbell #5362IS or Owner approved equal. A receptacle/outlet shall be installed in an Owner furnished 2’ x 2’ drop-in style projector mounting plate in each location. The projectors draw very little current per unit. The 120 volt power shall be picked-up by Contractor off of one of the two existing computer circuits in each classroom. The Contractor shall connect and run wire/cable from the nearest 120 volt dedicated computer circuit in each room to the projector ceiling tile mount. If the room doesn’t have a dedicated computer circuit, Contractor shall connect and run wire/cable from the nearest 120 volt circuit. If it is necessary for Contractor to drill through building structures, holes shall be drilled in the center of the structures. The Contractor shall furnish and install grommets in locations where low voltage wiring penetrates any metal to prevent chaffing. The Contractor shall fire-stop any holes drilled through the walls.
- 2.3 Contractor shall furnish and install conduit, wiring, wire mold and all necessary parts to provide a complete electrical installation in order to install projectors in accordance with Exhibit 1 and Exhibit 2. MC cable is acceptable in some areas as long as it is installed in accordance with the National Electrical Code.
- 2.4 The Contractor shall install Owner provided projector-viewing screens at locations depicted on Exhibit 1 and Exhibit 2. The screens shall be attached to the ceilings/mounted to the ceiling grid approximately 1 to 2 feet from the wall. The exact installation location within this range will be dependent upon the layout of the false ceiling. The Owner will provide the screens and

mounting hardware needed to complete the work above. Contractor shall support ceiling grid with #10 steel wire from two locations up to the building structure.

- 2.5 In addition to the specifications above, the Contractor shall install all devices in accordance with applicable federal, state, and local laws and codes, to include OSHA safety standards.
- 2.6 The work specified herein may start as early as November 23, 2004 and shall be finally completed on or before January 7, 2005 following receipt of Owner provided materials and devices and written Notice To Proceed. The Owner recognizes the following holidays during this time frame:

November 25 – 26, 2004

December 20 – 31, 2004

January 1, 2005

Owner's schools and offices will be closed during these dates. Failure to complete this work on time will result in significant delays to the Grafton Middle and High Schools technology refurbishment project (see section 17.0 below).

- 2.7 Unless otherwise approved by Owner all work must be completed between 2:30 p.m. and 11:00 p.m. (eight (8) hour workdays), Monday through Friday. Contractor may be able to arrange different work hours with the Owner, if necessary.
- 2.8 Contractor shall certify that Contractor's employees engaged in the work specified herein have not been convicted of a felony or a crime involving moral turpitude, or are not awaiting prosecution for such.
- 2.9 All networking will be completed by others.
- 2.10 Upon commencement of any work herein, Contractor shall be responsible for all Owner-provided equipment and materials and shall be liable for any damage, destruction, loss or theft of such equipment and materials. Contractor shall repair to new condition, or replace with the exact equipment, at Contractor's sole expense, any equipment and materials damaged, destroyed, lost or stolen until final acceptance by Owner.
- 3.0 SPECIFICATIONS:
- 3.1 Electrical conductors shall be thermoplastic insulated, sheathed with nylon or UL listed equivalent, heat, moisture, oil, and gasoline resistant (THHN) copper.
- 3.2 All electrical wiring run by Contractor shall be in electrical metallic tubing conduit.
- 3.3 Metallic wire mold raceway shall be used in all exposed areas in the classrooms.
- 3.4 Contractor shall properly install a properly sized green ground wire in every conduit run.

- 3.5 All materials provided by Contractor shall be new.
- 3.6 Electrical installation shall comply with the National Electrical Code 2002 Edition. The Contractor shall provide the electrical permit and request County inspection(s) as required. No payment will be approved until the final inspection has been made by the County of York, Virginia, Codes and Compliance/Building Regulations Department.
- 3.7 Clean up: The Contractor shall leave the Owner's property free of all debris and accumulation of material that would be unsightly or interfere with normal operations. Contractor shall remove and properly dispose of all trash while work is in progress.
- 4.0 PRE-BID CONFERENCE:  
Bidders are invited to attend a pre-bid conference to be held at 3:00 p.m. on Friday, November 12, 2004 at Grafton High School, Principal's Office, 403 Grafton Drive, Yorktown, Virginia 23692. Attendance at the pre-bid conference is strongly recommended.
- 5.0 GENERAL TERMS AND CONDITIONS:
- 5.1 MANDATORY USE OF OWNER'S FORM:  
All responses to an Invitation for Bids (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked using the IFB number, date and time of bid opening.
- 5.2 OPENING DATE/TIME:  
Bids and amendments thereto, or withdrawal of bids submitted, if received by the Owner after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of the Bidder to see that its bid is in the Central Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.
- 5.3 INCONSISTENCIES IN CONDITIONS:  
In the event there are inconsistencies between the Terms and Conditions of this Invitation For Bids (IFB) and any other schedules contained herein, the latter shall take precedence.
- 5.4 CLARIFICATION OF TERMS:  
If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Central Purchasing office.
- 5.5 TESTING/INSPECTION:

The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.

5.6 INVOICES:

Invoices for goods/services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

5.7 DEFAULT:

In the event of default by the Contractor, the Owner reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

5.8 ETHICS IN PUBLIC CONTRACTING:

By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5.9 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

5.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By signing this bid or proposal, the Bidder certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.11 INDEMNITY AGREEMENT:

The provisions of this paragraph shall be deemed fully incorporated into the contract as if fully set out therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of this agreement, whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence but excluding sole negligence, of the Owner, his employees, servants, or agents.

Should Contractor, or any of its subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

**5.12 WARRANTY:**

The bidder agrees that the parts, supplies and service furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the bidder gives any customer for such parts, supplies and services and that the rights and remedies provided therein are in addition to and do not limit those available to the Owner by any other clause of this solicitation.

**6.0 INFORMATION FOR BIDDERS TO PROVIDE SERVICES:**

- 6.1 Award will be made to the lowest responsible and responsive bidder. The quality of the products and services to be supplied, their conformity with the specifications, their suitability to the requirements of the Owner, completion terms, and payment terms will be taken into consideration in making the award.
- 6.2 Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
- 6.3 Acceptance of a bid by the Owner is not an order to proceed.
- 6.4 Each bid is received with the understanding that the acceptance in writing by the Owner of the offer to furnish any or all of the services described therein, shall constitute a contract between the bidder and the Owner, which shall bind the bidder on his part to furnish and deliver the services bid on at the prices stated and in accordance with the conditions of said accepted bid; and the Owner on its part to pay for, at the agreed prices, all services specified and delivered.
- Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 6.5 All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing bids.
- 6.6 All bids must be signed with the firm name and be signed by an officer or authorized employee of the firm. In the case of a corporation, the title of the officer signing must be stated and each officer must be duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm" or "general partner". In the case of a limited liability company, the bid must be signed by the manager (if any) or by a member.

- 6.7 Verify your bids before submission as they cannot be withdrawn or corrected after being opened.
- 6.8 If you do not bid, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
- 6.9 The time of proposed completion must be stated in definite terms in Section 20.0.
- 6.10 Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.
- 6.11 Unless qualified by the provision "NO SUBSTITUTES", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality, and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish.

Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the Owner. If the Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.

- 6.12 Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud.
- 6.13 The Owner reserves the right to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the Owner will be served.
- 6.14 The Contractor guarantees to save the Owner, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee or licensee. This clause shall be deemed to be incorporated into any contract awarded as a consequence of this bid.
- 7.0 CLAIMS:

Disputes and claims arising under this agreement shall be processed pursuant to Virginia Code Sections 15.2-1245 through 15.2-1248 applied to the Owner mutatis mutandis. The Owner shall give its final decision on any claim of the Contractor within sixty (60) days of the date the claim is submitted to the Clerk of the governing Board of Owner.



**8.0 SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size and design are to be used. All interpretation of these specifications shall be made on the basis of this statement.

**9.0 CONTRACTOR'S DUTIES:**

All work performed by the Contractor shall be performed in accordance with all provisions of the specifications, the terms and conditions and information for bidders in this IFB. Any deviations from these provisions must be approved, in writing, by the Owner and Central Purchasing. The Contractor shall have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspections.

**10.0 AWARD AND EXECUTION OF CONTRACT:****10.1 Award of Contract:**

The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at request of Owner and agreed to in writing by the bidder, or bidders.

**10.2 Form of Contract:**

An example of the proposed contract format is enclosed. Both parties shall execute this contract prior to approval by the County Attorney.

Copies of the required Payment and Performance Bonds are also attached.

**10.3 Entering Contract:**

Upon award of the Contract to a bidder, such bidder shall enter into the Contract by signing the Contract and by furnishing the Bond(s) for faithful performance as prescribed herein and the Certificate of Insurance as prescribed, which are required to be procured by the Contractor within ten (10) calendar days after the date of the award or within such further time as the owner may allow. All documents referred to are attached hereto.

No contract shall result from the submission of any bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful bidder and the Owner. However, failure by the successful bidder to enter into a written contract shall cause the successful bidder to forfeit the full amount of the bid guarantee to the Owner.

**10.4 Execution of Documents:**

All documents which the bidder is required to execute shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation provided, however, if the board of directors of a corporation authorizes another officer to act for

the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In the case of an individual, the individual to be bound shall sign; and in the case of a partnership, the signature of a partner shall bind the partnership; and in the event of a limited liability company, a member (or the manager, if any) shall sign.

10.5 Subcontracts:

Before making any subcontract, the Contractor must submit a written statement to the Owner, giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish and a statement in writing from such subcontractor that he waives all rights to assert any claims, actual and/or consequential against the Owner allegedly arising from or growing out of any delays in the work schedule or any failure of the Contractor to pay such subcontractor any sums owed by the Contractor to such subcontractor.

If the Owner finds that the proposed subcontractor is qualified, he will so advise the Contractor in writing. The Owner may revoke approval of any subcontractor only for good cause. Notice of such revocation of approval will be given in writing to the Contractor by the Owner, and all work by said subcontractor shall immediately cease. If the Owner determines for good cause that a subcontractor is not qualified, Owner shall so notify Contractor, and Contractor shall not thereafter enter into any subcontract with the subcontractor in connection with the contract.

10.6 Separate Contracts:

The Owner reserves the right to let other contracts in connection with the Project, the work under which will proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Contractor shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the Contractor from carrying out his work according to the plans and specifications, the Contractor shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall take such appropriate steps as are necessary to allow the Contractor to carry out his work under this Contract, and appropriate extensions of time and change orders shall be given to the Contractor for any delays and extra costs caused by the separate contractor's failure of proper performance.

**11.0 CHANGE ORDERS:****Additional Work**

Before any work under this agreement shall qualify as additional work, the Contractor shall notify the Owner and the Owner's Engineer in writing of his intention to treat certain work, if performed, as additional work and his reasons therefore. If written notice is not given, no claim for additional work will be honored. Notice by Contractor shall not be construed as proving the validity of the claim.

**Execution of Change Orders**

When the Owner agrees that particular work identified by the Contractor's written notice is additional work, or when the Owner, Owner's Engineer, and Contractor otherwise conclude mutually that a change in the terms of the Agreement is necessary, the parties will execute a written Change Order specifying the scope of work and the schedule for both the work and additional payment agreed to by the parties. No oral agreement or directive regarding additional work, or a change in the terms of this Agreement by an employee of the Owner, shall be binding on the Owner.

**12.0 PERMITS, LICENSES AND REGULATIONS:**

The Contractor and/or subcontractor shall be responsible for obtaining all necessary building permits (also see Section 3.6 above). Further, the Contractor shall keep himself fully informed of any County regulations and all state and federal laws which in any manner affect the work herein specified. All work shall be completed in accordance with all local, state and federal laws and regulations.

**13.0 SURETY:**

The Contractor shall furnish Surety Bonds (Payment Bonds and Performance Bonds), in the forms provided herein, each in an amount equal to One Hundred Percent (100%) of the contract as security for the faithful performance of this contract and for the payment of persons performing labor on the Project under this agreement. The Performance Bond shall also require the Contractor to make good, at his own expense, work due to imperfect materials and workmanship for a period of two years after final acceptance or the Project by the Owner. The surety on both bonds shall be a duly authorized Surety Company or Companies satisfactory to the Owner.

**14.0 SITE ACCESS:**

For the performance of the contract, the Contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by Owner or his representative. A reasonable amount of tools, materials or equipment for project purposes may be stored in such place, but not more than is necessary to avoid delays in this project or other construction. Waste materials, if any, shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the Owner.

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean and remove from the site of work, surplus and discarded materials, temporary

structures and debris of every kind. Contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be properly disposed of at locations satisfactory to the Owner.

15.0 REPLACEMENT OF DAMAGED PROPERTY:

The Contractor shall replace all property damaged by him including building surfaces, fences, trees, plants, grass, walks, and drives, without limitation, at no cost to Owner.

16.0 OWNER'S ACCESS:

The Owner's representative shall at all times have access to the work site. The Contractor shall keep the Owner advised of the progress of the Project and shall provide opportunity for the Owner or his representative to inspect each phase of the Project. The Contractor shall provide proper and safe facilities for such access and for inspection.

17.0 LIQUIDATED DAMAGES CLAUSE:

Time is of the essence in the performance of this contract. Because the consequences of the Contractor's failure to perform on time cannot be determined to a reasonable certainty beforehand, the Contractor agrees to pay to the Owner a sum of \$200.00 for each and every calendar day beyond the established contract completion day that the work as stipulated in the contract documents remains unfinished. The Contractor will be required to commence work within 10 calendar days after the Owner issues a written Notice to Proceed and shall be present at the job site during normal working hours and shall proceed to completion with due diligence.

18.0 INSURANCE:

The Contractor shall carry insurance in the amounts specified below, including the Contractual Liability assumed by the Contractor and shall deliver certificates of insurance from carriers acceptable to the Owner specifying such limits, along with a proper endorsement naming the "County School Board of York County, Virginia, its Officers, Agents and Employees" as Additional Insured on a primary basis (Form No. GL-20-10) on applicable policy(s). The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability

Coverage A - Statutory Requirement

Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the Project by the Owner.

**19.0 GUARANTEE:**

All materials and equipment furnished by the Contractor, and all work involved in the contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of final completion of the work. All work which proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed a waiver of any other available remedy for contract default, or as a waiver of any applicable statutory limitations period, nor as a waiver of any other applicable warranty period.

**20.0 COMPLETION:**

Time is of the essence. It is the Owner's intent for all work on this Project to be finally completed on or before January 7, 2005. State your earliest firm completion date. If awarded the contract, the undersigned agrees to finally complete all work specified herein on or before \_\_\_\_\_, following issuance of a written Notice To Proceed. THIS MAY BE A FACTOR IN MAKING AN AWARD.

**21.0 PRICE SCHEDULE:**

The Bidder agrees to provide the equipment, products, and services in accordance with the specifications and terms and conditions provided and incorporated herein at the price as follows:

|      | <u>DESCRIPTION</u>  | <u>LUMP SUM PRICE</u> |
|------|---|-----------------------|
| 21.1 | ELECTRICAL UPGRADES, PROJECTOR MOUNTS, PROJECTORS, AND PROJECTION SCREENS INSTALLATION AT GRAFTON HIGH SCHOOL COMPLEX IN ACCORDANCE WITH EXHIBIT 1 AND SPECIFICATIONS AND TERMS AND CONDITIONS IN IFB NO. 1425        | \$ _____              |
| 21.2 | ELECTRICAL UPGRADES, PROJECTOR MOUNTS, PROJECTORS, AND PROJECTION SCREENS INSTALLATION AT GRAFTON MIDDLE SCHOOL COMPLEX IN ACCORDANCE WITH EXHIBIT 2 AND WITH SPECIFICATIONS AND TERMS AND CONDITIONS IN IFB NO. 1425 | \$ _____              |
| 21.3 | GRAND TOTAL (21.1 AND 21.2)   | \$ _____              |

**22.0 CONTRACTOR DATA:**

All bidders must complete this section and return it with your bids, in order for Owner to

complete the evaluation of the bids.

22.1 Experience/Years in Business:

Indicate the length of time you have been in business providing this type of commodity and service: \_\_\_\_years \_\_\_\_months.

22.2 References:

Indicate below a listing of at least three (3) references where you have provided this type of equipment and service recently. Include the dates equipment and services were provided and the name and address of the person we have your permission to contact.

| CLIENT | DATE | ADDRESS | PERSON TO CONTACT<br>AND PHONE NUMBER |
|--------|------|---------|---------------------------------------|
| <hr/>  |      |         |                                       |

22.3 Local Representative:      Name: \_\_\_\_\_  
   Address: \_\_\_\_\_  
   Telephone No.: \_\_\_\_\_  
   Facsimile No.: \_\_\_\_\_

SAMPLE CONTRACT FORM  
SERVICES CONTRACT

Agreement No. \_\_\_\_\_

This AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004, is by and between the COUNTY SCHOOL BOARD OF YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called the Owner; and \_\_\_\_\_ (a corporation organized and existing under the laws of the Commonwealth of Virginia); hereinafter called the Contractor.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:

Scope of Work:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service and all else required to complete:

ELECTRICAL INSTALLATIONS FOR GRAFTON HIGH/MIDDLE SCHOOL COMPLEX  
PROJECTORS IN ACCORDANCE WITH INVITATION FOR BIDS (IFB) NO. 1425

all in strict accordance with the Specifications, including any and all Addenda, and in strict compliance with the Contract Documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Guarantee:

All materials and equipment, furnished by the Contractor, and all work involved in this Contract shall be and the same are hereby guaranteed by the Contractor free from defects owing to faulty materials or workmanship for a period of one year after date of substantial completion of the work. All work which proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the Owner. Nothing herein shall be deemed a waiver of any other available remedy for contract default, or as a waiver of any applicable statutory limitations period, nor as a waiver of any other applicable warranty period.

THE BID SCHEDULE OF THE SUCCESSFUL BIDDER  
SHALL BE CONFORMED AND INSERTED HEREIN  
TO BECOME A PART OF THE COMPLETED CONTRACT DOCUMENTS

Contract Price:

The Owner shall pay the Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the lump sum total price(s) as contained in the Bid Schedule attached hereto.

The Contract Amount is \_\_\_\_\_  
(\$\_\_\_\_\_) lump sum total price(s) extended as herein contained.

Payments:

The Owner will pay the lump sum total price(s) to the Contractor with thirty (30) days following acceptance of the completion of each job by the Owner.

Time:

The undersigned Contractor agrees to commence work within (10) calendar days after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK SHALL BE FINALLY COMPLETED ON OR BEFORE JANUARY 7, 2005, FOLLOWING ISSUANCE OF A WRITTEN NOTICE TO PROCEED.

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

Liquidated Damages:

Time is of the essence in the performance of this contract. Because the consequences of Contractor's failure to perform on time cannot be determined to a reasonable certainty beforehand, the Contractor agrees to pay to the Owner a sum of \$200.00 for each and every calendar day beyond the established contract completion day that the work as stipulated in the contract documents remains unfinished.

Component Parts of the Contract:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Advertisement for Bids
2. Invitation For Bids (IFB #1425) and any exhibits, attachments or drawings thereto
3. Bid Proposal
4. Contract (this document), Agreement No. \_\_\_\_\_
5. Bid Bond
6. Payment Bond
7. Performance Bond
8. Certificate of Insurance
9. Contractor's License
10. Notice of Award
11. Notice to Proceed
12. Change Orders (if any)
13. Other Documents as may be required by law or appended hereto
14. Addenda: No. \_\_\_\_\_, dated \_\_\_\_\_, No. \_\_\_\_\_, dated \_\_\_\_\_



## 15. Warranty

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in (4) counter-parts each of which shall for all purposes be deemed an original.

ATTEST:

\_\_\_\_\_  
NAME\_\_\_\_\_  
TITLECOUNTY SCHOOL BOARD OF YORK COUNTY

OWNER

BY \_\_\_\_\_

TITLE: SUPERINTENDENT OF SCHOOLS

ATTEST:

\_\_\_\_\_  
NAME\_\_\_\_\_  
TITLE\_\_\_\_\_  
CONTRACTOR\_\_\_\_\_  
BY\_\_\_\_\_  
CONTRACTOR'S ADDRESS:\_\_\_\_\_  
TITLE\_\_\_\_\_  
CONTRACTOR'S FEDERAL I. D. NO.:\_\_\_\_\_  
APPROVED AS TO FORM:\_\_\_\_\_  
COUNTY ATTORNEY

RESERVED FOR CERTIFICATE OF INSURANCE,  
AND ADDITIONAL INSURED FORM GL-20-10  
OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE

CONTRACT FORM  
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

---

(Name of Contractor)

---

a \_\_\_\_\_, hereinafter call the Principal, and  
(Corporation, Partnership or Individual)

---

(Name of Surety)

---

(Address of Surety)

---

hereinafter called Surety, are held and firmly bound unto

County School Board of York County, Virginia

(Name of Owner)

302 Dare Road, Yorktown, Virginia 23692

(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to  
be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
Contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2004, a copy of which is hereto  
attached and made a part hereof, to complete:

ELECTRICAL INSTALLATIONS FOR GRAFTON HIGH/MIDDLE SCHOOL COMPLEX  
PROJECTORS IN ACCORDANCE WITH INVITATION FOR BIDS (IFB) NO. 1425

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors,  
and corporations furnishing material for or performing labor in the prosecution of the work provided for in  
such Contract, and any authorized extension or modification thereof, including all amounts due for  
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, tools, consumed or  
used in connection with the construction of such Work, and all insurance premiums on said Work, and for  
all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be  
void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
WITNESS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
(SURETY) SECRETARY

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_

(ATTORNEY-IN-FACT)

\_\_\_\_\_  
ADDRESS

NOTE: Date of Bond must as to or later than the date of the Contract. If Contractor is a Partnership, all general partners must execute Bond.

CONTRACT FORM  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_, hereinafter call the Principal, and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

County School Board of York County, Virginia

(Name of Owner)

302 Dare Road, Yorktown, Virginia 23692

(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_), in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
Contract with the Owner, dated the \_\_\_\_ day of \_\_\_\_\_, 2004, a copy of which is hereto  
attached and made a part hereof, to complete:

ELECTRICAL INSTALLATIONS FOR GRAFTON HIGH/MIDDLE SCHOOL COMPLEX  
PROJECTORS IN ACCORDANCE WITH INVITATION FOR BIDS (IFB) NO. 1425

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said Contract during the original term  
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the  
Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred  
under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages  
which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and  
expense which the Owner may incur in making good any default, then this obligation shall be void;  
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no default settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
BY \_\_\_\_\_

\_\_\_\_\_  
WITNESS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

ATTEST:

\_\_\_\_\_  
(SURETY) SECRETARY

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
BY \_\_\_\_\_  
(ATTORNEY-IN-FACT)

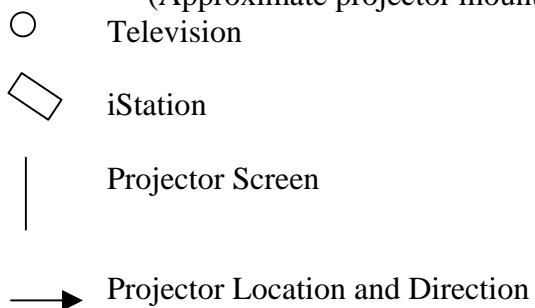
\_\_\_\_\_  
WITNESS AS TO SURETY

\_\_\_\_\_  
ADDRESS

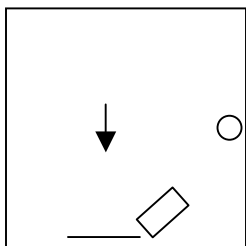
\_\_\_\_\_  
ADDRESS

NOTE: Date of Bond must be as to or later than the date of the Contract. If Contractor is a Partnership, all partners must execute Bond.

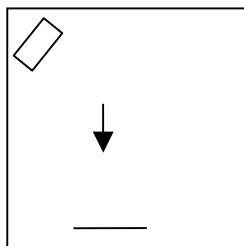
IFB NO. 1425 – Exhibit 1  
 Grafton High School - I-Station & Projector Placement  
 (Approximate projector mount and screen placement in classrooms.)



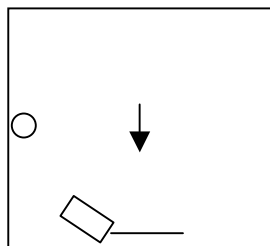
Room 200 P T



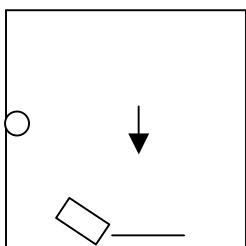
Room 204 P T



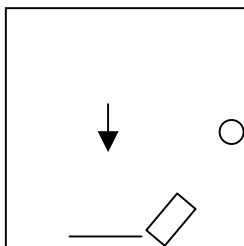
Room 213 P T



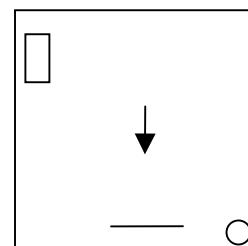
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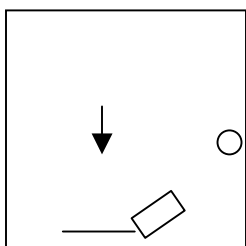
Room 209 P T



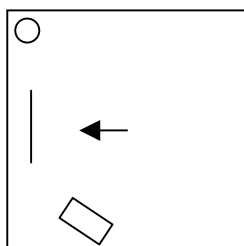
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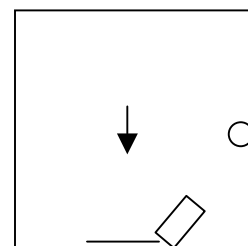
Room 203 P T



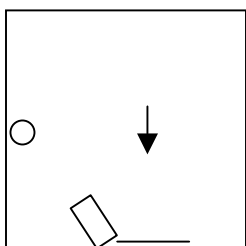
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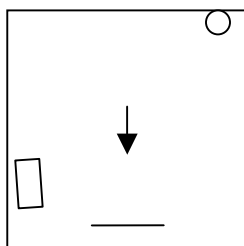
Room 215 P T



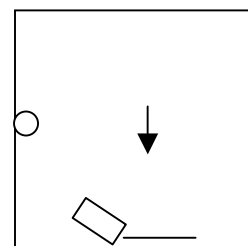
Room 207 P T



Room 208 P T

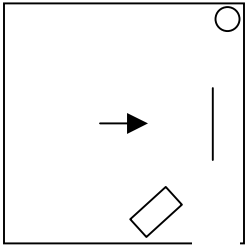


Room 219 P T

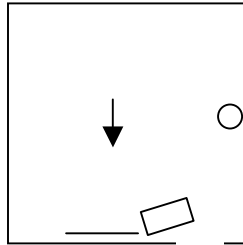


IFB NO. 1425 – Exhibit 1  
 Grafton High School - I-Station & Projector Placement  
 (Approximate projector mount and screen placement in classrooms.)

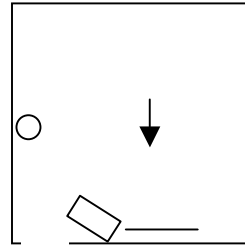
Room 212 P T



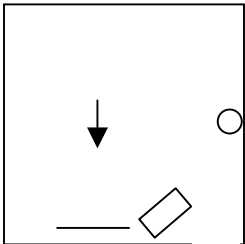
Room 112 P T



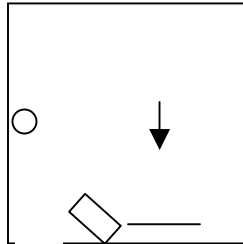
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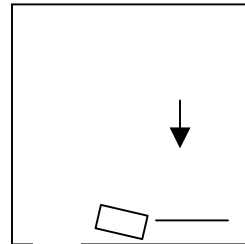
Room 221 P T



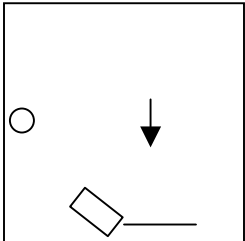
Room 108 P T



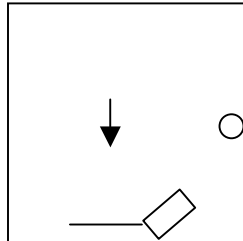
Room 101 P T



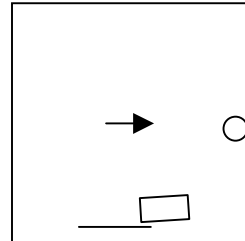
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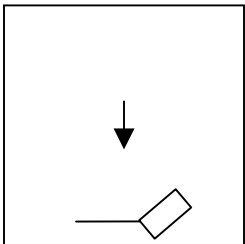
Room 106 P T



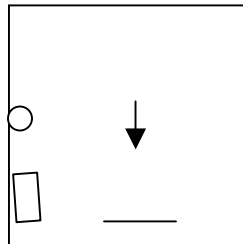
Room 100 P T



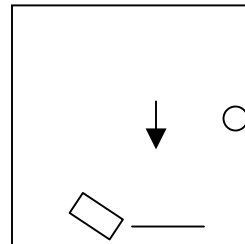
Room 111 P T



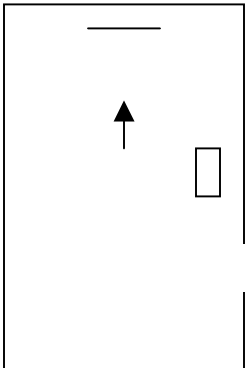
Room 107 P T



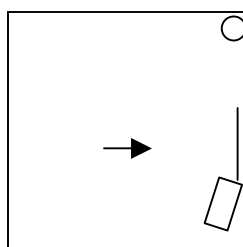
Room 300 P T



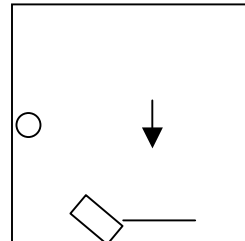
Room 109 P T



Room 105 – Do not cover  
 drafting device P T

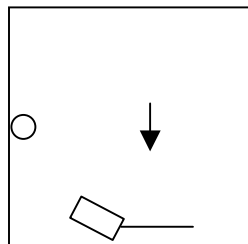


Room 301 P T

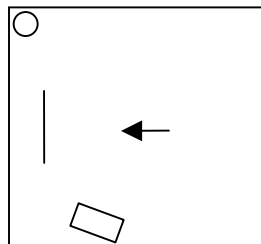


IFB NO. 1425 – Exhibit 1  
 Grafton High School - I-Station & Projector Placement  
 (Approximate projector mount and screen placement in classrooms.)

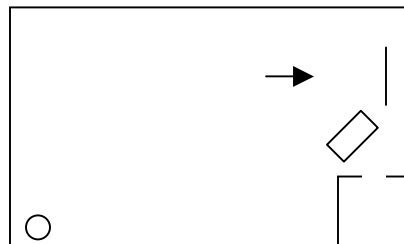
Room 302 P T



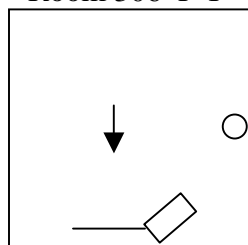
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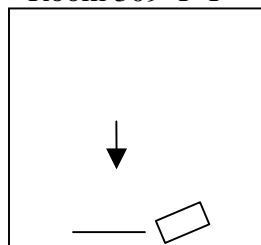
Room 313 – install 2 data P T



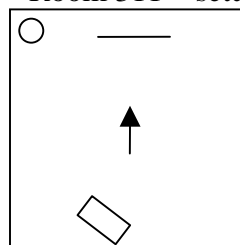
Room 306 P T



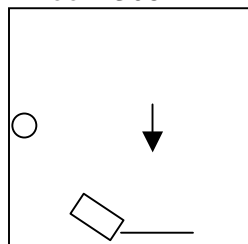
Room 309 P T



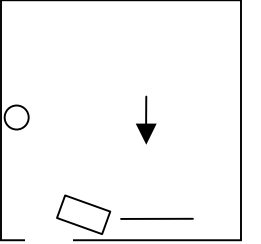
Room 311 – setup only; spec. ed. T



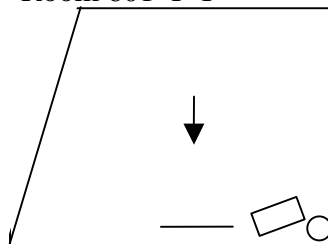
Room 308 P T



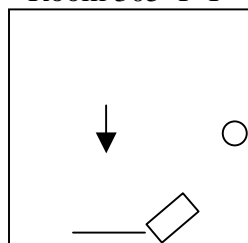
Room 314 P T



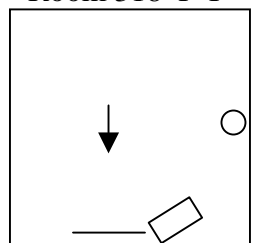
Room 601 P T



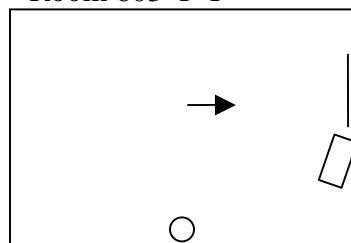
Room 305 P T



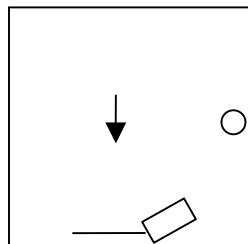
Room 318 P T



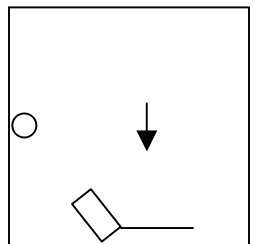
Room 603 P T



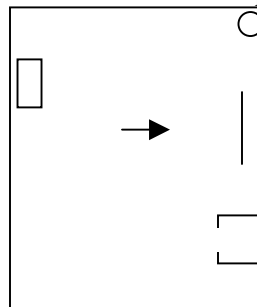
Room 312 P T



Room 320 P T



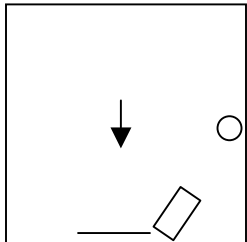
Room 414 – set up only T



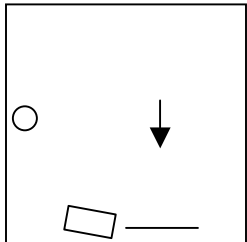


IFB NO. 1425 – Exhibit 1  
 Grafton High School - I-Station & Projector Placement  
 (Approximate projector mount and screen placement in classrooms.)

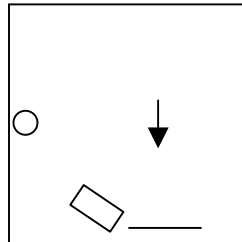
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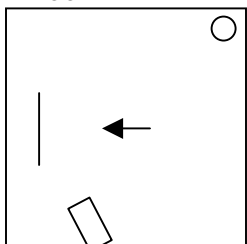
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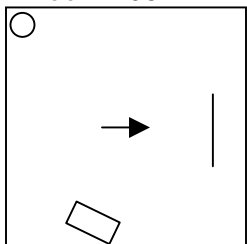
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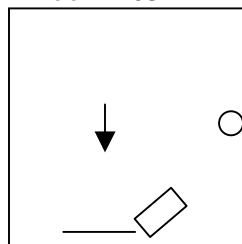
Room 412 P T



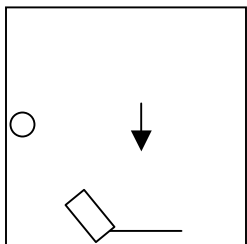
Room 408 P T



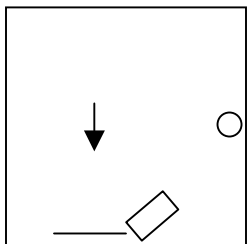
Room 403 P T



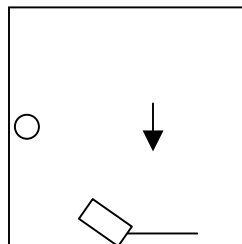
Room 419 P T



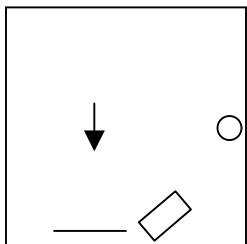
Room 400 P T



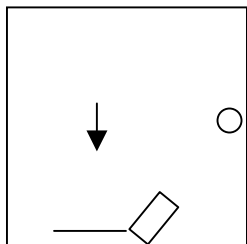
Room 401 P T



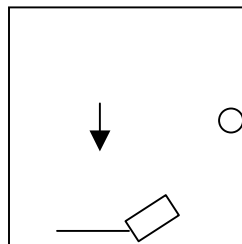
Room 415 P T



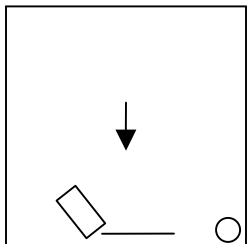
Room 409 P T



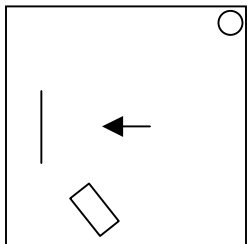
Room 325 P T



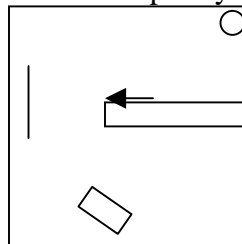
Room 410 P T



Room 406 P T



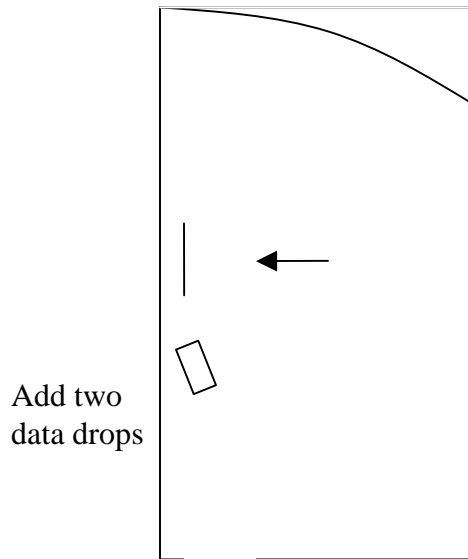
Room 324 – setup only (323-B) T



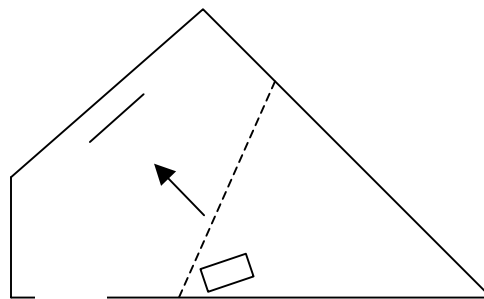
Add data to  
 each  
 corner, plus  
 iStation.

IFB NO. 1425 – Exhibit 1  
Grafton High School - I-Station & Projector Placement  
(Approximate projector mount and screen placement in classrooms.)

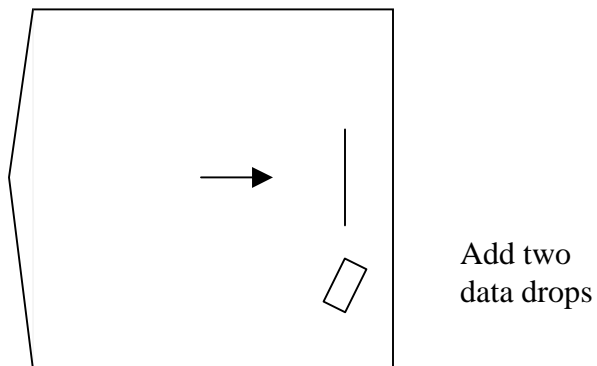
Band C502 P T



Drama C120  
P T

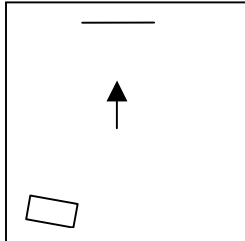


Choral C501 P T

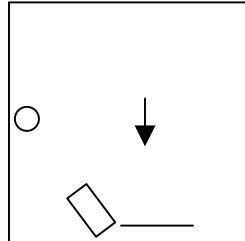


IFB NO. 1425 – Exhibit 1  
Grafton High School - I-Station & Projector Placement  
(Approximate projector mount and screen placement in classrooms.)

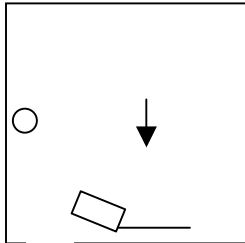
Room 323 P T



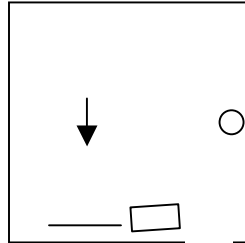
Room 125 P T



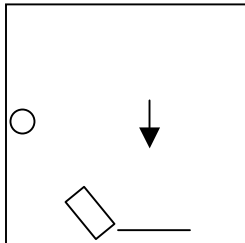
Room 321 P T



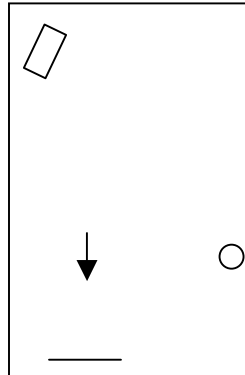
Room 127 P T



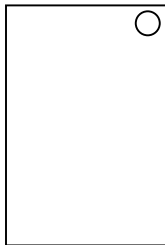
Room 121 P T



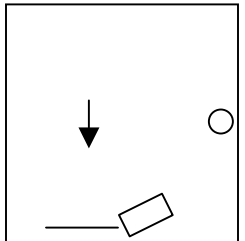
Room 404 P T



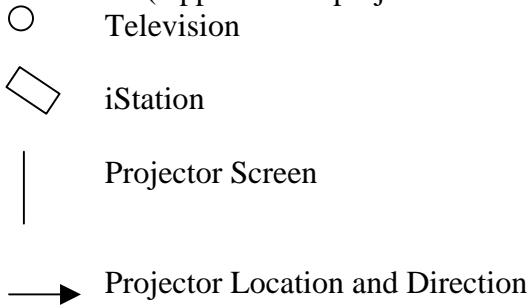
Room 210 – no data



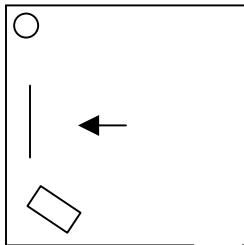
Room 123 P T



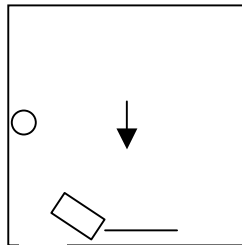
IFB No. 1425 – Exhibit 2  
 Grafton Middle School - I-Station & Projector Placement  
 (Approximate projector mount and screen placement in classrooms.)



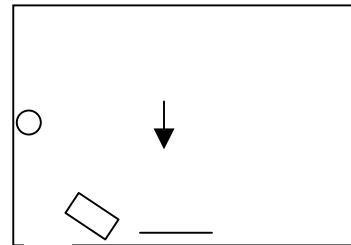
Room 311



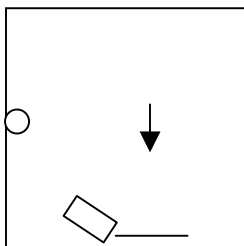
Room 314



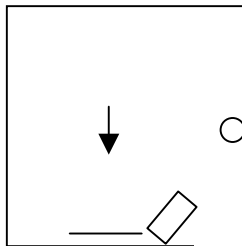
Room 308



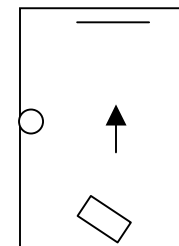
Room 320



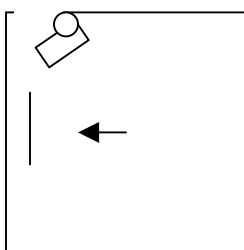
Room 312



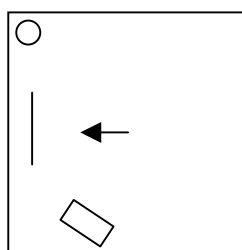
Room 303 – set up only; no projector



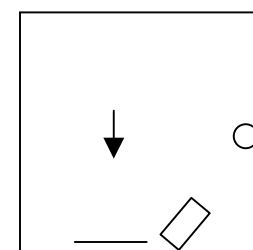
Room 309



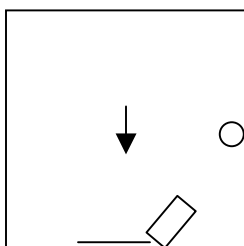
Room 307



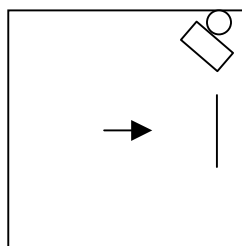
Room 306



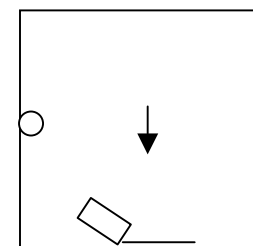
Room 318



Room 305

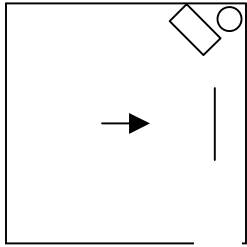


Room 302

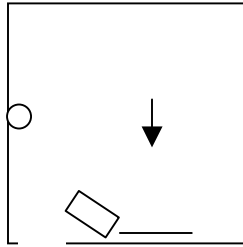


IFB No. 1425 – Exhibit 2  
Grafton Middle School - I-Station & Projector Placement  
(Approximate projector mount and screen placement in classrooms.)

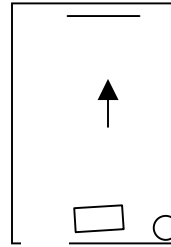
Room 301



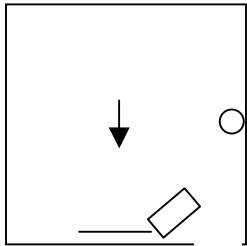
Room 423



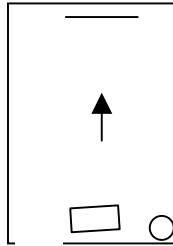
Room 406 – set up only



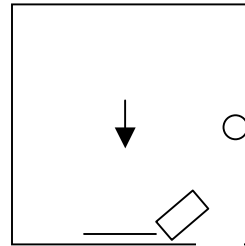
Room 300



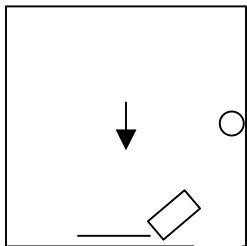
Room 410 – set up only



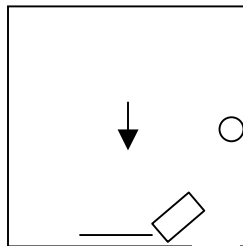
Room 413



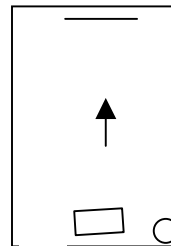
Room 425



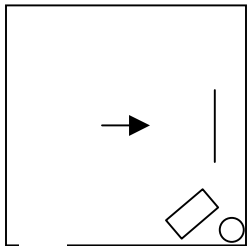
Room 419



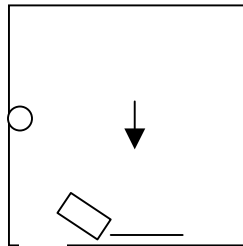
Room 404 – set up only



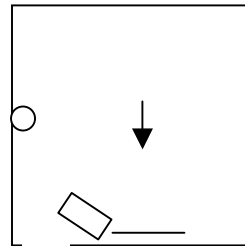
Room 414



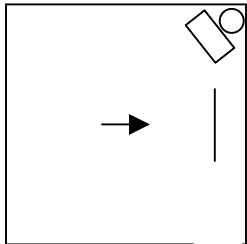
Room 417



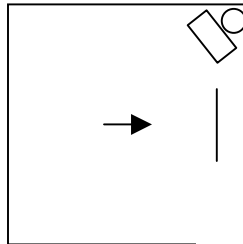
Room 411



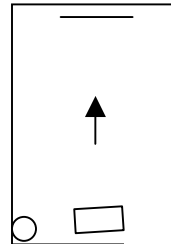
Room 412



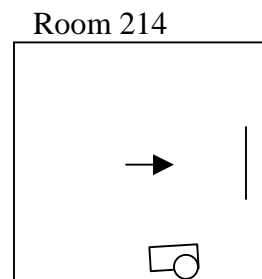
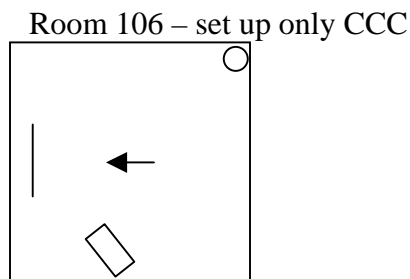
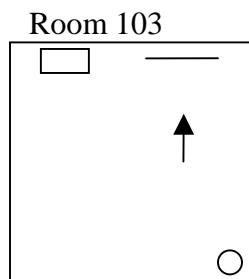
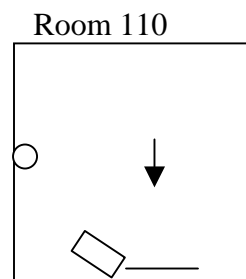
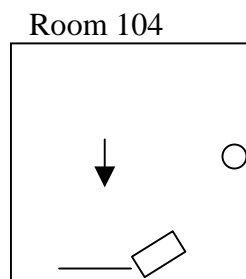
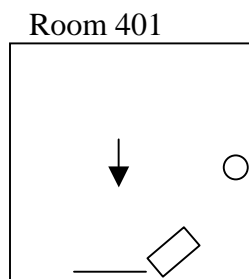
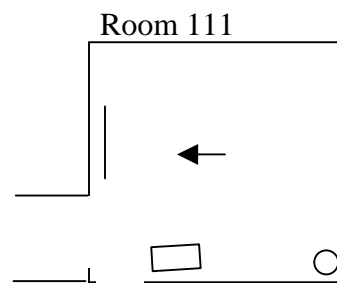
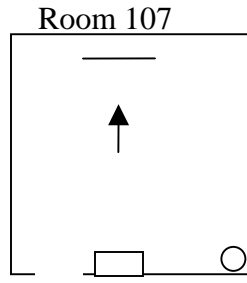
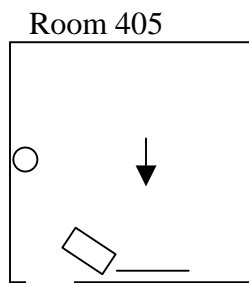
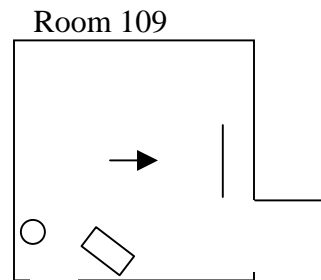
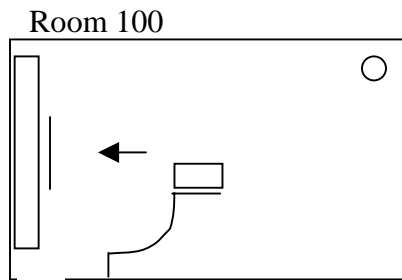
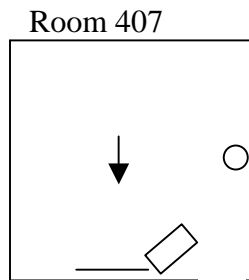
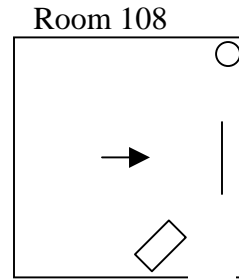
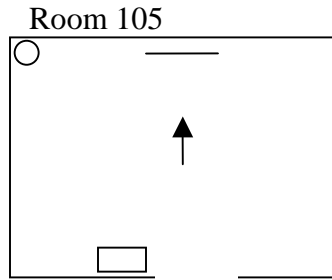
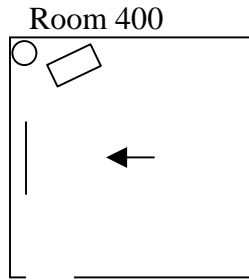
Room 408



Room 402 – set up only

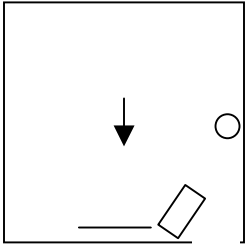


IFB No. 1425 – Exhibit 2  
Grafton Middle School - I-Station & Projector Placement  
(Approximate projector mount and screen placement in classrooms.)

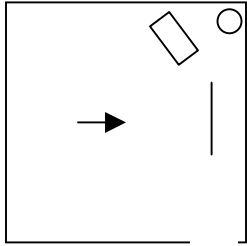


IFB No. 1425 – Exhibit 2  
Grafton Middle School - I-Station & Projector Placement  
(Approximate projector mount and screen placement in classrooms.)

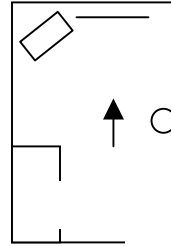
Room 225



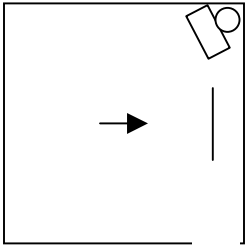
Room 208



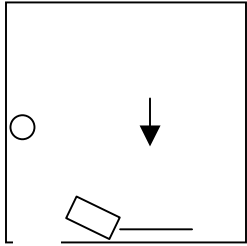
Room 204



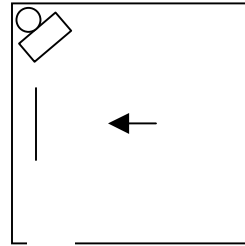
Room 212



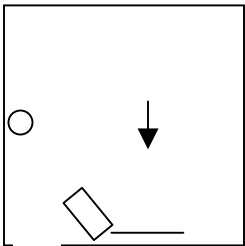
Room 217



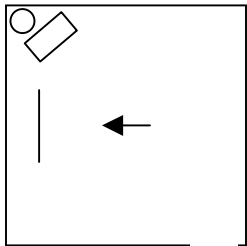
Room 202



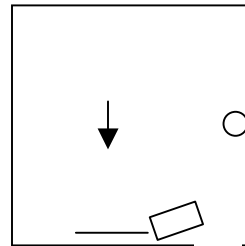
Room 223



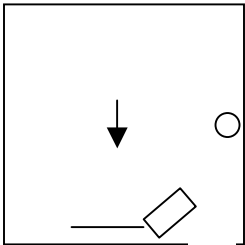
Room 206



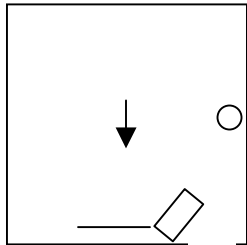
Room 207



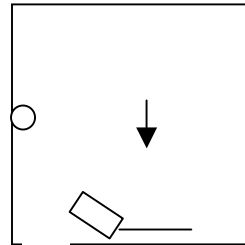
Room 219



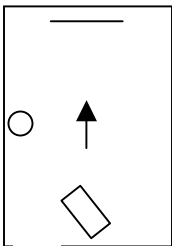
Room 213



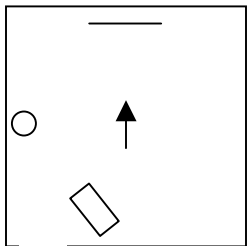
Room 205



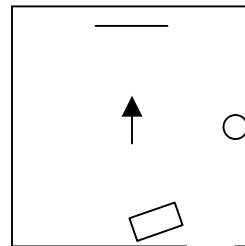
Room 210



Room 211

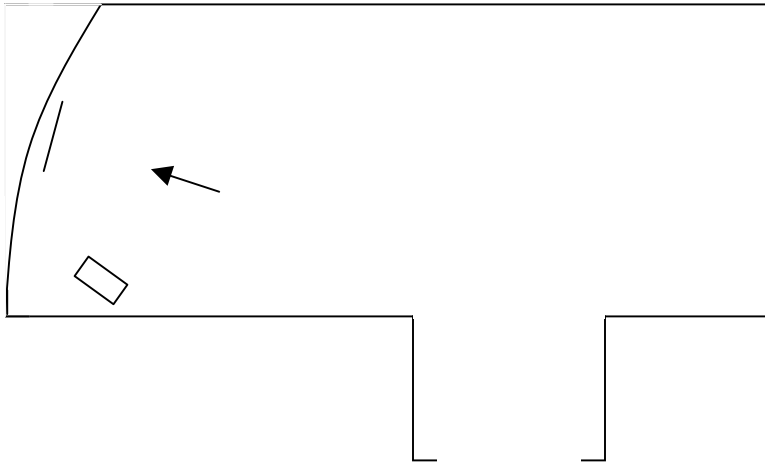


Room 201



IFB No. 1425 – Exhibit 2  
Grafton Middle School - I-Station & Projector Placement  
(Approximate projector mount and screen placement in classrooms.)

Band C502



Choral C504

